

other agencies; and 6) coordination of transfer/inmate movement in and out of the facility in accordance with P.S. 5800., Inmate Systems Management Manual, Chapter 8; P.S. 5875., Transfers of Inmates to State Agents for Production on State Writs; and, P.S. 5800., Receiving and Discharge Manual.

No BOP inmate shall be admitted to the institution unless designated by the BOP. No BOP inmate shall be permanently released from custody without BOP written approval.

Sentence computations, for other than D. C. Code offenders, shall be completed in accordance with P.S. 5800., Inmate Systems Management Manual; P.S. 5880., Sentence Computation Manual; 28 CFR 523; and Federal Criminal Code and Rules prior to being submitted to the BOP for review. Sentence computations for D. C. Code offenders will be completed by the BOP.

The contractor shall use SENTRY for the following procedures: admissions and releases; inmate counts; medical data; inmate classification and programming; education data; discipline data; the victim/witness program; sentence computations including good time and United States Parole Commission actions. The contractor has the option to use SENTRY for any other procedures as approved by the COR.

The contractor shall: 1) maintain inmate judgment and commitment (J & C) files; 2) maintain file accountability and security; 3) respond to inmate inquiries; 4) respond to outside requests for information; 5) compute sentences and determine release dates; 6) enter sentence computations in SENTRY; 7) update sentence computations according to amended Court Orders; 8) post good conduct time for sentence computations; 9) verify release methods and dates prior to an inmate's release; 10) scan all J&C file documents and electronically submit to BOP; and, 11) make any changes as directed by the BOP.

The contractor shall sign the Release Authorization after certification and final audit has been performed by BOP staff. In instances of immediate release, the BOP will certify the contractor's sentence computation.

The contractor shall comply with the Privacy Act of 1974, (5 U.S.C. 552a) and 28 CFR Parts 16 and 513.

1 PRE-SENTENCE INVESTIGATION REPORTS

2 Inmates' pre-sentence investigation reports (PSR), and statements
3 of reasons (SOR) from criminal judgments are provided, where
4 authorized by the court, to the contractor to facilitate sentence
5 administration functions only, e.g., classification, designation,
6 programming, sentence calculation, pre-release planning, escape
7 apprehension, prison disturbance response, sentence commutation,
8 pardon, and deportation proceedings of the inmate. Contractors
9 are prohibited from disclosing copies of, or information from,
10 these documents to persons unrelated to the inmate's sentence
11 administration. Requests for access to these documents from any
12 persons unrelated to the offender's sentence administration
13 should be referred to the BOP in accordance with 28 CFR §513.

14 Contractors must provide inmates local access to review their own
15 PSRs and SORs, but is prohibited from allowing inmates to obtain
16 and/or possess photocopies. Local access means contractor staff
17 must provide inmates reasonable opportunities to locally review
18 their PSRs and SORs as staff time and official duties permit.
19 During local reviews, inmates are allowed to make handwritten
20 notes, including hand-copying the document word-for-word. Only
21 the photocopy replication of these documents is prohibited.

22 PSRs and SORs are part of the Inmate's Central File and the
23 contractor shall manage these documents in accordance with the
24 Bureau's Inmate Central File, Privacy Folder, and Parole
25 Mini-Files policy statement. For example, when inmates are
26 transferred from the contractor facility to another facility, the
27 entire inmate central file shall be transferred to the new
28 facility. Similarly, when an inmate is released from the
29 sentence, the entire inmate central file shall be archived as a
30 Bureau of Prisons record.

31 **G. Information Systems and Research**

32 The BOP Information System environment includes mainframe,
33 Local Area Network (LAN) and Wide Area Network (WAN) components.

34 The BOP mainframe software environment exists in an internally
35 developed application named SENTRY which is used to support
36 facility operations. The contractor shall provide and maintain
37 hardware and software to access SENTRY, in the manner referenced
38 in Section J, to operate the facility. The contractor shall
39 appoint a SENTRY security manager, who shall be the contractor's
40 point of contact for SENTRY use at the institution. It is

1 suggested that the SENTRY security manager be a collateral duty
2 appointment. All contractor and sub-contractor staff being
3 granted access to SENTRY shall sign a SENTRY Rules of Behavior
4 form, provided by the BOP. The SENTRY Security Manager shall
5 keep these on file.

6 The technical hardware environment in which computer services are
7 to be performed consists of IBM-compatible Personal Computers
8 (PCs) operating on a LAN. In addition to providing for the
9 inter-connection of PC workstations, the LAN also provides
10 connections to a BOP centralized gateway which connects to an
11 IBM-compatible mainframe computer located in a DOJ data center.

12 All network operating system hardware furnished by the
13 contractor shall be compatible with BOP equipment throughout
14 the life of the contract at the contractor's expense.

15 The contractor is required to provide the hardware and software
16 contained in Section J, in order to participate in the BOP's
17 information system environment.

18 All network operating system software, applications software and
19 configurations not furnished by the Government shall be the same
20 release, version and configuration currently specified by the CO
21 throughout the life of the contract. The contractor shall adhere
22 to P.S. 1237., Network Standards, and its associated Technical
23 Reference Manual (TRM).

24 The contractor shall ensure the inmate "automated system of
25 records" is compatible with standard BOP facility and operational
26 requirements.

27 The contractor shall be permitted access to the following
28 programs: Victim Notification System (VNS), and Centra, Web 106,
29 Joint Automated Booking System (JABS), and the Magic Help Desk
30 (one license per facility). Access shall be coordinated through
31 the COTR and the COR.

32 The contractor shall use SENTRY for the following procedures:
33 admissions and releases; inmate counts; medical data; inmate
34 classification and programming; education data; discipline data
35 and the victim/witness program. The contractor has the option to
36 use SENTRY for any other procedures as approved by the COR.

1 The contractor shall adhere to P.S. 1237., Information Security
2 Programs, which governs such areas as: security for, and access
3 to, sensitive information and systems; minimum personnel security
4 pre-requisites for computer system users and administrators; and
5 security and access to computer rooms, etc.

6 The contractor shall ensure fundamental information technology
7 resources (computer hardware, network and operating system
8 software and telecommunications facilities) used in performance
9 of this contract function properly and are maintained in good
10 operating condition. A minimum Operational Availability Rate
11 (OAR) of 97% is required for all such resource components. The
12 contractor shall ensure that such resources are compatible with
13 existing BOP equipment, systems and data exchange functions.

14 GroupWise shall be configured as an external domain to the BOP
15 primary domain and shall have no physical or logical connections
16 to any internal or external mail system other than the BOP.
17 Unless specifically approved by the BOP Chief Information
18 Officer, and the COR, the contractor's network shall have no
19 physical or logical connectivity to any external systems except
20 to the BOP WAN.

21 22 RESEARCH

23 Advance approval from the BOP's COR, shall be obtained for all
24 proposed research projects. These include projects conducted by
25 the contractor, subcontractors or any other party. The COR shall
26 be advised of the progress of all research projects, have total
27 access to all documents and be provided a copy of the final
28 report prior to any publication.

29 The contractor is required to participate in any research task
30 pursued by the Government and shall gather and provide any
31 information requested. Contractor participation is anticipated
32 to be primarily in the area of gathering and submitting
33 statistical information.

34 At the discretion of the Government, an independent evaluator,
35 compensated by the Government may interview and/or administer
36 surveys to staff and inmates.

H. Physical Plant

The facility shall be operated and maintained to ensure that inmates are housed in a safe, secure and humane manner. All equipment, supplies and services shall be contractor furnished except as otherwise noted in this contract.

The facility shall be designed, constructed, operated and maintained in accordance with all applicable federal, state and local laws, regulations, codes, guidelines and policies. In the event of a conflict between federal, state, or local laws, codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The contractor shall provide and maintain an electronic security alarm system which will identify any unauthorized access to the institution's secure perimeter.

The facility shall comply with 40 U.S.C. 619, which requires compliance with nationally recognized codes, and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

- (1) The Uniform Building Code (UBC), with the State of facility location's Amendments;
- (2) The Building Officials and Code Administrators (BOCA) National Building Code (NBC); or,
- (3) The Standard Building Code (SBC).

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA-NBC, or SBC, the facility shall comply with the BOCA-NBC.

Fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply.

E.O. 12699 - The facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in

1 either the 1991 International Conference of Building Officials,
2 the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the
3 Southern Building Code Congress) or SBC are the minimum
4 standards. Should the code applicable for the state in which the
5 facility is located be more stringent than the other codes set
6 forth herein, the state code shall prevail.

7 The facility shall comply with the requirements of the
8 Architectural Barriers Act of 1968, as amended, and the
9 Rehabilitation Act of 1973, as amended. The standards for
10 facility accessibility by physically handicapped persons as set
11 forth in Attachment 7 of "Uniform Federal Accessibility
12 Standards/Fed Std. - 795, 4/01/88 Edition" (UFAS) shall apply.
13 All areas of the buildings and site shall meet these
14 requirements.

15
16 Activities implemented, in whole or in part, with federal funds,
17 must comply with applicable legislation and regulations
18 established to protect the human or physical environment and to
19 ensure public opportunities for review. The contractor shall
20 remain in compliance with federal statutes during performance of
21 the contract to include, but not be limited to the Clean Air Act,
22 Clean Water Act, Endangered Species Act, Resource Conservation
23 and Recovery Act, and other applicable laws, regulations and
24 requirements. The contractor shall also comply with all
25 applicable limitations and mitigation identified in any
26 Environmental Assessment or Environmental Impact Statement
27 prepared in conjunction with the contract pursuant to the
28 National Environmental Policy Act, 42 U.S.C. 4321.

29 The contractor shall be responsible for and shall indemnify and
30 hold the Government harmless for any and all spills, releases,
31 emissions, disposal and discharges of any toxic or hazardous
32 substance, any pollutant, or any waste, whether sudden or
33 gradual, caused by or arising under the performance of the
34 contract or any substance, material, equipment, or facility
35 utilized therefore. For the purposes of any environmental
36 statute or regulation, the contractor shall be considered the
37 "owner and operator" for any facility utilized in the performance
38 of the contract, and shall indemnify and hold the Government
39 harmless for the failure to adhere to any applicable law or
40 regulation established to protect the human or physical
41 environment. The contractor shall be responsible in the same
42 manner as above regardless of whether activities leading to or
43 causing a spill, release, emission or discharge are performed by
44 the contractor, its agent or designee, an inmate, visitors, or
45 any third party.

1 Should any spills or releases of any substance into the
2 environment occur, the contractor shall immediately report the
3 incident to the COR. The liability for the spill or release of
4 such substances rests solely with the contractor and its agents.

5 A safety program shall be maintained in compliance with all
6 applicable federal, state and local laws, statutes, regulations
7 and codes. The contractor shall comply with the requirements of
8 the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et
9 seq., and all codes and regulations associated with 29 CFR 1910
10 and 1926.

11 Fire Alarm Systems and Equipment - All fire detection,
12 communication, alarm, annunciation, suppression and related
13 equipment shall be operated, inspected, maintained and tested in
14 accordance with the most current edition of the NFPA 72.

15 Promptly after the occurrence of any physical damage to the
16 institution (including disturbances), the contractor shall report
17 such damage to the COR. It shall be the responsibility of the
18 contractor to repair such damage, to rebuild or restore the
19 institution consistent with the master design and construction
20 specifications for the facility at no cost to the Federal
21 Government. Any deviation from the original design and
22 construction specifications shall require the prior written
23 concurrence of the CO.

24 The BOP anticipates a nominal number of BOP staff will be on-site
25 to monitor contract performance and manage other BOP interests
26 associated with operation of the facility. With BOP concurrence,
27 the contractor shall designate approximately 2,500 square footage
28 of secure administrative office space for BOP staff operations as
29 indicated in Section J. BOP office space shall be climate
30 controlled and located consistent with the administrative office
31 space for the contractor's staff. The contractor shall be
32 responsible for all maintenance, security and costs associated
33 with space designated for Government staff.

34 The contractor shall provide no less than 10 parking spaces for
35 Government use.

36 **I. Security and Control**

37 **USE OF FORCE**

38 Any use of force by the contractor shall at all times be
39 consistent with all applicable policies of the federal

government.

All use of lethal force by the contractor or any other authority shall be in compliance with P.S. 5500., Correctional Services Procedures Manual, Chapter 7, Section 702, Firearms and Badges. All use of less-lethal force by the contractor or any other authority shall be in compliance with P.S. 5566., Use of Force and Application of Restraints on Inmates.

All use of force incidents shall be reported in accordance with P.S. 5500., Correctional Services Procedures Manual, Chapter 6, Sections 602, 604 and 605, After-Action Review and Reporting.

ARREST AUTHORITY

The contractor shall obtain appropriate arrest authority from state or local law enforcement agencies in order to maintain the security of the correctional institution.

The contractor shall ensure the arrest authority meets the following standards so that an officer or employee of the contractor may:

- (1) make arrests on or off facility property without warrant for the following violations regardless of where the violation may occur: assaulting staff, escape, attempted escape and assisting escape;
- (2) make arrests on facility property without warrant for the following violations: theft, depredation of property, contraband, mutiny and/or riot, and trespass; and
- (3) arrest without warrant for any other offense committed on facility property if necessary to safeguard security, good order or Government property;

if such officer or employee of the contractor has reasonable grounds to believe the arrested person is guilty of such offense and if there is likelihood of such person's escaping before an arrest warrant can be obtained. If the arrested person is a fugitive from custody, such inmate shall be returned to custody.

In regard to arresting, searching, or detaining non-inmates, the standards and procedures utilized shall be in compliance with PS 5510., Searching and Detaining or Arresting Persons Other than Inmates.

INMATE ACCOUNTABILITY

1 SENTRY shall be used for reporting all official counts.
2 Documentation shall be maintained to support all counts.

3 KEY CONTROL

4 In the event a prison/mogul lock is compromised, the contractor
5 shall notify the key manufacturer to prevent locks and keys from
6 being reproduced or sold to other institutions.

7 TOOL CONTROL

8 All controlled tools, equipment, and hazardous materials shall be
9 classified by security risk.

10 INMATE TRANSPORTATION

11 The contractor is responsible for the movement/transportation of
12 all inmates within a 300 mile radius of the contract facility.
13 The contractor shall utilize restraint equipment identical to the
14 BOP's when one-for-one equipment exchange is required (e.g.,
15 airlifts).

16 INTELLIGENCE OPERATIONS

17 Policy and procedures for collecting, analyzing, disseminating
18 and safeguarding intelligence information regarding issues
19 affecting safety, security and the orderly operation of the
20 facility shall be developed.

21 The contractor shall have a position at the institution dedicated
22 to intelligence operations. The position shall be known as an
23 Intelligence Officer (IO).

24 The contractor shall develop a urine and alcohol surveillance
25 program at the facility which complies with P.S. 6060. Urine
26 Surveillance and Narcotic Identification and CFR 28.550.10. Only
27 laboratories certified by the Substance Abuse and Mental Health
28 Services Administration, Department of Health and Human Services,
29 shall be used for urine surveillance.

30 If authorized to do so under applicable law, the IO shall be
31 responsible for administration of the inmate telephone monitoring
32 program. These responsibilities include, but are not limited to:
33 gathering intelligence from monitored inmate telephone calls and
34 producing concise intelligence summaries of the calls; subject
35 matter expertise on inmate telephone monitoring procedures; and,
36 use of telephone monitoring equipment.

1 All requests by law enforcement authorities other than BOP staff
2 regarding inmate telephone monitoring shall be immediately
3 referred to the COR.

4 The IO office shall have SENTRY access. The IO will be required
5 to utilize various BOP information data bases in the performance
6 of required duties. All IO computer hardware/software and
7 related telephone recording equipment/monitoring media shall be
8 designated as "Limited Official Use Only." Areas containing such
9 equipment shall be designated as "Restricted" and "Limited
10 Access" areas. Inmates are prohibited from entering or working
11 in the IO office, the inmate telephone monitoring and telephone
12 media library rooms.

13
14 The IO shall submit information and reports as requested by the
15 BOP. The IO shall provide the BOP with quarterly intelligence
16 updates relating to intelligence gathered by using the Automated
17 Intelligence Management System ("AIMS"). The IO shall
18 participate in meetings and training as requested by the BOP.

19 INTERVENTION EQUIPMENT

20 The contractor shall submit to the COR a proposed inventory of
21 intervention equipment for approval (e.g., weapons, munitions,
22 chemical agents, electronics/stun technology, etc.) intended for
23 use during performance of this contract. The contractor shall
24 submit any changes to the intervention equipment inventory to the
25 COR prior to use.

26 REPORTING

27 The contractor shall report all criminal activity related to the
28 performance of this contract to the BOP and the appropriate law
29 enforcement investigative agency (e.g., state/local authorities,
30 Federal Bureau of Investigation, United States Marshals Service).

31 The contractor shall immediately report any serious incident to
32 the COR and submit a report of the incident using Form 583,
33 Report of Incident, in accordance with P.S. 5500., Correctional
34 Services Procedures Manual, Chapter 6, After-Action Review and
35 Reporting. Serious incidents include, but are not limited to:
36 activation of disturbance control team(s); disturbances
37 (including gang activities, group demonstrations, food boycotts,
38 work strikes, work-place violence, civil disturbances/protests);
39 staff use of force including use of lethal and less-lethal force;
40 inmates in restraints more than eight hours; assaults on
41 staff/inmates resulting in injuries requiring medical attention
42 (does not include routine medical evaluation after the incident);
43 fights resulting in injuries requiring medical attention; fires;
44 full or partial lockdown of the facility; escape; weapons

1 discharge; suicide attempts; deaths; hunger strikes; adverse
2 incidents that attract unusual interest or significant publicity;
3 adverse weather (e.g., hurricanes, floods, ice/snow storms, heat
4 waves, tornadoes); fence damage; power outages; bomb threats;
5 central inmate monitoring cases admitted to a community hospital;
6 witness security cases taken outside the facility; significant
7 environmental problems that impact the facility operations;
8 transportation accidents (airlift, bus, etc.) resulting in
9 injuries, death or property damage; and inmate sexual assaults.

10 Attempts to apprehend escapee(s) shall be in accordance with the
11 contractor's established emergency plans and procedures set forth
12 in P.S. 5553., Escapes/Deaths Notification and Form 583, Report
13 of Incident.

14 INVESTIGATIONS

15 The Government may investigate any incident pertaining to
16 performance of this contract. The contractor shall cooperate
17 with the Government on all such investigations.

18 SEXUAL ASSAULT

19 The contractor shall comply with the policies and procedures for
20 establishment of a sexual abuse/assault program as contained in
21 P.S. 5324., Sexual Assault Prevention/Intervention Program,
22 Inmate.

23 J. Discipline

24 The contractor shall comply with the policy and procedures for
25 inmate discipline as contained in 28 CFR 541 and P.S. 5270.,
26 Discipline and Special Housing Units. The contractor's DHO and
27 alternate must be trained and certified by the BOP prior to
28 issuance of the NTP. All data regarding the discipline incident
29 report process for inmates shall be entered into SENTRY.

30 K. Inmate Rights

31 In addition to the contractor's grievance policy, the contractor
32 shall develop procedures for inmates to file administrative
33 remedy appeals in accordance with 28 CFR Part 542, for issues
34 outside the contractors scope of responsibility, as determined by
35 the BOP. The contractor shall accept and respond to the appeal
36 to the extent possible with further appeal to the BOP.

37 The contractor shall stock and provide inmates with BOP
38 administrative remedy forms. The contractor shall utilize SENTRY
39 to facilitate the administrative remedy process. When relief is

1 granted upon appeal, the contractor shall take corrective action
2 as indicated in the response.

3 The contractor shall comply with the Religious Freedom
4 Restoration Act of 1993, 42 U.S.C. 2000bb et seq., and ensure the
5 religious services programs are consistent with this Act.

6 **L. Reception and Orientation**

7 The contractor shall comply with P.S. 5800, Receiving and
8 Discharge Manual when entering inmate admission and release data.

9 The search of inmates admitted to the facility or released to any
10 authority shall include a strip search performed by contractor
11 staff. The search shall be conducted by persons of the same
12 gender, except in urgent circumstances.

13 Inmates shall be fingerprinted using Government supplied forms
14 and submitted to the FBI in accordance with P.S. 5040, FBI Forms,
15 Submission to the FBI, and P.S. 5800, Receiving and Discharge
16 Manual.

17 The intake process shall include, at a minimum, medical, social,
18 and psychological screening within 24 hours of inmate arrival at
19 the facility and prior to inmate release to the general
20 population. For all newly committed inmates, a psychological
21 assessment shall be completed within 14 days of arrival at the
22 facility. For inmates transferring from a BOP institution, a
23 psychological update of the inmate is sufficient in lieu of the
24 psychological assessment.

25 The contractor shall ensure all requirements related to P.S.
26 5180, Central Inmate Monitoring System, are maintained.

27 In cases where inmates are being transferred to or from foreign
28 countries, 28 CFR 527 and 18 U.S.C. 4100, et seq. shall be
29 followed.

30 The contractor is advised that P.S. 5580, Inmate Personal
31 Property, provides procedures related to inmate property.
32 Property of inmates transferred to other facilities shall meet
33 the requirements of the above program statement. In the event
34 property outside the scope of P.S. 5580 accompanies an inmate
35 departing the contract facility, the property shall be returned
36 to the facility for disposition at the contractor's expense. All
37 inmate personal property shall be inventoried and a BOP Form 383,
38 Inmate Personal Property Record completed upon inmate admission
39 and discharge.

1 DNA Analysis - The contractor shall develop and implement
2 procedures to comply with Public Law 106-546, DNA Analysis
3 Backlog Elimination Act of 2000 and Public Law 107-56. USA
4 Patriot Act. These laws require DNA samples to be obtained from
5 inmates convicted of qualifying federal offenses, as determined
6 by the Attorney General. A list of qualifying offenses, subject
7 to change by determination of the Attorney General, is included
8 as an attachment in Section J. Subsequent changes to the list of
9 qualifying offenses shall be disseminated to the contractor by
10 the COTR. The law applies to inmates with current or past
11 qualifying offenses. The contractor shall develop procedures to
12 identify inmates currently in custody who meet the statutory
13 requirement for DNA testing. Inmates coming into custody will
14 have DNA requirements identified by the BOP.

15 The Federal Bureau of Investigation (FBI) will supply
16 standardized DNA collection kits to the contractor. The FBI
17 analyzes the collected samples and maintains the Combined DNA
18 Index System (CODIS).

19 The contractor shall adhere to the Sentry instructions for DNA
20 collection as provided by the BOP. Inmates found to have
21 qualifying offenses will be identified thru Sentry. DNA sampling
22 must occur prior to an inmate release. If an inmate has already
23 provided a DNA sample, as identified in Sentry, another sample is
24 not required.

25 The contractor shall provide notification, using a BOP approved
26 format of the Notice of Release and Arrival (BP-S714-056), to the
27 appropriate authorities (US Probation or Court Services or
28 Offender Supervision Agency) of each inmate releasing to a term
29 of community supervision and subject to this law, indicating if a
30 DNA sample has been collected.

31 **M. Classification**

32 Inmates shall be housed using the functional unit concept. The
33 contractor shall ensure that appropriate supervision, informal
34 interaction and early problem identification and resolution are
35 provided.

36 Unit team members shall be accessible from the housing unit and
37 available to the population. Individual and group counseling
38 shall be available.

39 Programming shall be reviewed with individual inmates on a
40 regular basis.

41 The contractor shall enter and keep current all required BOP

1 SENTRY transactions and written documentation related to the
2 classification and program review of inmates, progress reports
3 and central inmate monitoring system. A system of records and
4 review to ensure compliance with P.S. 5100, Security Designation
5 and Custody Classification Manual, and 28 CFR Part 524 shall be
6 maintained.

7 The contractor shall follow all applicable provisions related to
8 the Violent Crime Control and Law Enforcement Act of 1994 (P.L.
9 103-322), ensuring all notification requirements for inmates are
10 accomplished for appropriate inmates.

11 The facility shall develop and maintain a financial
12 responsibility system to assist the inmate in developing a
13 financial plan to meet legitimate financial obligations in
14 accordance with 28 CFR 545.10.

15 The contractor shall develop policy and procedures for the
16 facility concerning victim and/or witness notification for
17 appropriate inmates which meet the requirements outlined in 28
18 CFR 551 Subpart M, §551.150-551.153, and the Victim and Witness
19 Protection Act of 1982 (P.L. 97-291), the Crime Control Act of
20 1990 (P.L. 101-647), the Violent Crime Control and Law
21 Enforcement Act of 1994 (P.L. 103-332) and the (Victim Control
22 and Law Enforcement Act of 1994).

23 **N. Health Care**

24 The contractor shall provide all essential health services while
25 meeting the applicable standards and levels of quality
26 established by the ACA and the designated BOP National Health
27 Care Accreditation Provider, the Joint Commission on
28 Accreditation of Health Care Organizations (JCAHCO). In
29 addition, the contractor shall adhere to all applicable federal,
30 state and local laws and regulations governing delivery of health
31 services.

32 The contractor's facility shall obtain full accreditation by the
33 BOP's accepted medical accreditation organization within 24
34 months of NTP and shall maintain continual compliance with the
35 accreditation standards during performance of the contract. The
36 BOP's current medical accreditation is by JCAHCO.

37 The contractor shall provide medical services commensurate to the
38 level of care available in the community. The contractor is to
39 refer to the following list of the most current version of BOP
40 Program Statements, Operations Memoranda(OM) and Technical
41 Reference Manuals (TRM) as guides to the BOP's standard of health
42 care delivery:

1 P.S. 5310 Psychology Services Manual
 2 P.S. 6000 Health Services Manual (HSM)
 3 P.S. 6010 Psychiatric Treatment and Medication,
 4 Administration Safeguards for
 5 P.S. 6080 Autopsies, Authority to Order
 6 P.S. 6190 Infectious Disease Management
 7 PRG 6000 Program Review Guidelines - Health Services
 8 Institutions
 9 TRM 6001 Sentry Sensitive Medical Data
 10 TRM 6501 Pharmacy

11 ADMINISTRATION

12 Prior to issuance of NTP, the contractor shall designate a Health
 13 Services Point of Contact (POC) for the facility who shall be
 14 responsible for the delivery of health services under the
 15 contract. The POC shall have full authority to act on behalf of
 16 the contractor on all matters relating to the operation of the
 17 health services portion of the contract.

18 Whenever possible, health care services shall be provided within
 19 the facility Health Services Unit (HSU). The contractor shall
 20 establish arrangements with local health care providers for
 21 emergency and medical services necessary for outpatient and
 22 inpatient health care not provided within the facility.

23 The contractor shall provide a minimum of one negative pressure
 24 room within the institution, with the ventilation rate a minimum
 25 of twelve (12) air exchanges per hour. The room shall also have
 26 an exhaust system to direct flow of air from the room to the
 27 outdoors or through High-Efficiency Particulate Air filters
 28 (HEPA). The contractor shall have a negative pressure sensor
 29 device that will continuously monitor the pressure within the
 30 room.

31 SERVICES

32 The contractor shall have written plans and procedures for
 33 providing urgent medical care, routine health care, mental health
 34 and dental services for the facility. The plans shall include,
 35 but are not limited to the following: 24 hour coverage, seven
 36 days a week, emergency medical treatment, health, mental health
 37 and dental care; initial health screening; health appraisal
 38 examination; daily triage of complaints; sick call procedures;
 39 special medical programs and services for, but not limited to,
 40 inmates with chronic health care needs or requiring convalescent
 41 care; mental health and substance abuse services; staffing/health
 42 care specialists; ancillary services - radiology, laboratory,
 43 etc.; dental services - routine and emergency; pharmaceutical

services and supplies; optometry services; health education; medical diets; infectious diseases; and quality control/peer reviews.

The contractor shall adhere to Part 1 of the most current version of the Pharmacy Technical Reference Manual (TRM), the BOP National Formulary. The contractor shall obtain signed informed consents for medications used for psychiatric treatment, which is located in the Pharmacy TRM.

INFECTIOUS DISEASE

The contractor shall comply with all OSHA regulations in the delivery of health care services. All inmates shall be screened for tuberculosis (TB) at intake. TB screening is mandatory for all inmates. All newly committed inmates shall receive TB screening by Purified Protein Derivative (PPD) [Mantoux (administration of PPD) method], and/or by chest x-ray. The PPD shall be the primary screening method unless this diagnostic test is contraindicated; then a chest x-ray shall be obtained. The contractor shall ensure that all inmates are tested in accordance with P.S. 6190, Infectious Disease Management. All inmates must receive an annual test for tuberculosis.

The contractor shall comply with the most recent CDC/MMWR Statement, "Prevention and Control of Tuberculosis in Correctional Facilities: Recommendations of the Advisory Council for the Elimination of Tuberculosis," and "Guidelines for Preventing Transmission of Mycobacterium tuberculosis in Health-Care Facilities."

The contractor shall comply with the most recent Department of Health and Human Services (DHHS) and United States Public Health Service (USPHS) guidelines related to the treatment of HIV and AIDS. These guidelines are available at www.aidsinfo.nih.gov. Specific guidelines include:

- "Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents"
- "Guidelines for the Prevention of Opportunistic Infections in Persons Infected with HIV"
- "Guidelines for the Management of Occupational Exposures to HBV, HCV, and HIV and Recommendations for Postexposure Prophylaxis"
- "Management of Possible Sexual, Injecting-Drug-Use, or Other Nonoccupational Exposure to HIV, Including Considerations Related to Antiretroviral Therapy"
- "Prevention and Treatment of Tuberculosis Among Patients Infected with Human Immunodeficiency Virus:

Principles of Therapy and Revised Recommendations"

The contractor shall comply with the most recent BOP P.S. 6190, Infectious Disease Management, regarding the testing of inmates for HIV, Hepatitis B, and Hepatitis C.

The contractor shall comply with the most recent National Institutes of Health (NIH) "Consensus Development Conference Statement on the Management of Hepatitis C".

The contractor shall provide Preventive Health Care to include immunizations consistent with those recommended by the U.S. Preventive Health Task Force.

For the treatment of chronic diseases, the contractor shall use current evidence-based clinical treatment guidelines promulgated by nationally recognized sources, such as the National Asthma Education Program; the Joint National Committee on Prevention, Detection, Evaluation, and Treatment of High Blood Pressure; the National Cholesterol Education Program; the American Diabetes Association; and the American Psychiatric Association. The BOP Health Services Division has issued clinical treatment guidelines from the Office of the Medical Director, based upon these and other nationally recognized guidelines, and tailored to the correctional environment. These are available from the Health Services Division or at www.nicic.org.

The contractor shall establish a clinical care quality and performance improvement program along with quality measurement system for health care services.

INMATE DEATH

In the event of inmate death, the contractor shall immediately notify the COR and submit a written report within 24 hours. The written report shall include, a minimum of, the name of the deceased, age, register number, date of death, preliminary cause of death, place of death, and narrative containing brief clinical synopsis of events leading to death (including staff response and hospitalization) and past medical history. The contractor shall fingerprint (right thumb or right index) the deceased. Staff performing the fingerprinting shall date and sign the fingerprint card to ensure that positive identification has been made and file the card in the inmate's file. The contractor is required to perform Mortality Reviews, using BOP form BP-S563.044, available at http://bop.gov and submit the report to the BOP Medical Director, with a copy to the COR, utilizing Chapter XII of the Health Services Manual for guidance.

If death is due to violence, an accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the contractor shall notify the coroner of the local jurisdiction to request review of

1 the case, and if necessary, examination of the body (e.g.,
2 autopsy). The contractor shall obtain the autopsy report if one
3 is performed, and submit it along with the Mortality Review
4 Report. The contractor shall establish coroner notification
5 procedures outlining such issues as performance of an autopsy,
6 who will perform the autopsy, obtaining state-approved death
7 certificates and local transportation of the body. The medical
8 file for the inmate should be turned over to the BOP's Medical
9 Director within 30 days after the inmate's death.

10 The contractor shall ensure the body is turned over to the
11 designated family member, the nearest of kin or the Consular
12 Officer of the inmate's country of legal residence.

13 Personal property of the deceased inmate shall be inventoried and
14 forwarded to the designated family member, the nearest of kin or
15 the Consular Officer of the inmate's country of legal residence.

16 MEDICAL RECORDS

17 Consistency in content and format of medical records of inmates
18 transferring between the facilities and other Government
19 facilities is a critical component of care for inmates.

20 The contractor shall adhere to the current HSM policy on Health
21 Records, in preparing, formatting, documenting, maintaining,
22 releasing and all medico-legal aspects of an inmate's medical
23 record. The contractor is responsible for supplying medical
24 record folders, consistent with the specification provided by the
25 BOP, only for those inmates who are new designations into the
26 facility or in cases where transferred medical records cannot be
27 located. The Government shall provide the contractor a copy of
28 all applicable Government forms necessary to document an inmate's
29 medical record.

30 The contractor shall comply with current HSM policy on Sensitive
31 Medical Data/Medical Duty Status for the reporting and
32 accountability of medical data on all inmates assigned to the
33 facility including utilizing the SMD/MDS TRM.

34 The contractor shall comply with current HSM policy regarding
35 transfers and medical designations of inmates assigned to the
36 facility. Medical designations to BOP Medical Centers or other
37 Government facilities will be at the sole discretion of the BOP.
38 In order to transport, the patient must be medically cleared and
39 stable for their mode of travel.

40 The contractor shall furnish prescription eyeglasses to any
41 inmate whose vision is 20/50 or worse in any eye.

42 TeleHealth - The BOP utilizes Telehealth whenever possible and
43 encourages the contractor to utilize Telehealth also.

O. Work and Correctional Industries

Inmate labor shall be used in accordance with the inmate work plan developed by the contractor. The inmate work plan may include work or program assignments for industrial, maintenance, custodial, service or other jobs. The inmate work program shall not conflict with any other requirement of the contract and must comply with all applicable laws and regulations.

Inmates shall not be used to perform the responsibilities or duties of an employee of the contractor. Appropriate safety/protective clothing and equipment shall be provided to the inmate population as appropriate. Inmates shall not be assigned work considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands.

As applicable, inmates shall be paid identical rates of pay as those established by the BOP. Current established rates are in P.S. 5251, Inmate Work and Performance Pay Program, and 28 CFR 545.20.

P. Academic and Vocational Education

The contractor may provide voluntary educational programs (e.g., English-as-a-Second-Language).

The contractor shall comply with the Protection of Children from Sexual Predators Act of 1998 (P.L. 105-314). Inmates shall be restricted from access to interactive computer services.

Newspapers and other reading materials in languages applicable to the inmate population shall be provided in sufficient quantity and in a timely manner.

The contractor shall develop and make available to all inmates an education program which addresses the subject of sexual assault/sexual abuse. The content of the educational program must include topics such as: recognizing behaviors that are inappropriate, harassing, or assaultive; how to seek protection; privacy rights; medical/psychological programs for victims of abuse; how to make confidential reporting of sensitive issues to institution staff, the BOP or the Department of Justice Office of Inspector General (OIG). The contractor shall augment the educational program by distributing informational posters and pamphlets to the inmate population.

Q. Recreation and Activities

The contractor shall comply with Section 611 of P.L. 104-208, Title I, Section 101(a) (the Zimmer Amendment), which addresses use of recreational equipment and materials by Federal inmates.

The contractor shall develop adequate and meaningful recreation programs for inmates at the facility. The contractor shall ensure sufficient correctional staff are assigned to supervise all inmate recreation activities.

The contractor shall not permit any of the restricted items or practices identified in Sections 612 and 615 of The Commerce, Justice, State Appropriations Act of 2000 (P.L. 106-113), as amended or re-authorized, in the facility.

R. Telephone

The contractor shall provide a telephone system for inmates capable of accommodating both debit and collect telephone calls. The contractor shall establish procedures that permit inmates to make telephone calls, including in cases of emergency or indigence.

The contractor shall implement telephone limitations as directed by the BOP.

Inmates in the Special Housing or Control Unit, are entitled to a minimum of one social call per month.

The system shall prevent inmates from calling any telephone number not included on the inmate's official telephone list. Once an inmate submits the initial list, it must be processed, ordinarily, within five work days and may contain up to 30 telephone numbers that the inmate is authorized to call. Calls may be made via debit or collect procedures, except as otherwise authorized by the Warden of the facility for good cause.

The contractor shall ensure and document that any individual (United States residents only) placed on an inmate's telephone list receive notice that they have been placed on such a list.

The contractor shall ensure that the individual is provided with the means to remove themselves from the list.

A telephone number for a victim or a witness, as identified on the Pre-Sentence Investigation Report or as otherwise verified by staff, or telephone numbers assigned to any BOP institution, office, component or any telephone number of a recently separated or current contract/BOP employee may not be placed on an inmate's telephone list without the Warden's express written permission.

The contractor shall allow each inmate the opportunity to update their telephone list no more than three times per month, except as otherwise authorized by the Warden of the facility for good cause.

1 If authorized to do so under applicable law, the contractor shall
2 monitor and record inmate telephone conversations. The
3 contractor shall provide notice to inmates of the potential for
4 monitoring. However, the contractor shall also provide
5 procedures at the facility for inmates to be able to place
6 unmonitored telephone calls to their attorneys of record.

7 Telephone rates shall not exceed the dominant carrier residential
8 tariff rate and shall conform to all applicable federal, state,
9 and local telephone regulations.

10 Any income received by the contractor as a result of inmate
11 telephone calls which is in excess of expenses incurred, to
12 include refunds/rebates from carriers, shall offset the cost of
13 this contract. The contractor shall provide the CO with copies
14 of any contracts between the contractor and the inmate telephone
15 system provider(s). The contractor shall provide the CO with all
16 documentation in support of any agreement that the contractor has
17 regarding income, refunds, rebates and other monetary or non-
18 monetary reimbursements involving the inmate telephone system.
19 The contractor shall also provide the CO with copies of all
20 invoices and other documentation of expenses incurred and income
21 received in regards to the inmate telephone system with its
22 monthly request for contract payment and apply the credit against
23 the monthly payment. The CO and COR shall have total access to
24 all telephone operation records.

SECTION G**CONTRACT ADMINISTRATION DATA****CONTRACTING OFFICER'S REPRESENTATIVE**

- (a) An individual shall be named after contract award and designated as the Contracting Officer's Representative(COR) to act as contract monitor. Numerous individuals will also be named after contract award and designated as Contracting Officer's Technical Representatives (COTR). The COTRs will assist the COR in the performance of monitoring
- (b) The COR is responsible for the technical direction of the performance of all work under this contract. The term "technical direction" is defined to include, without limitation, the following:
 - 1. Directions to the contractor which re-direct the contract effort, shift work emphasis between areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual scope of work.
 - 2. Supply information to the Contractor which assists in the interpretation of technical portions of the Statement of Work.
 - 3. Review, inspect, and accept reports and information to be provided by the Contractor to the Government under the contract.
 - 4. Evaluate the performance and certify all invoices for payment.
- (c) Technical direction must be within the general scope of work stated in the contract. The contract monitor does not have authority to, and may not issue, any direction which:
 - 1. Constitutes an assignment of additional work outside the general scope of the contract.
 - 2. Constitutes a change as defined in the contract clause entitled "Changes".
 - 3. Change any of the expressed terms, conditions, fixed price, or time for contract performance. Any such revisions shall be authorized in writing only by the Contracting Officer (CO).
- (d) In the event the COR desires a change to the contract within one or more of the categories as defined in (1) through (3) of paragraph (b), he must direct such request to the CO. The CO will handle such request within applicable laws and regulations.
- (e) During the term of the contract, the CO, or his or her successor, shall administer the contract on behalf of the Government. Technical matters which cannot be resolved by the Contractor and the COR, as well as other contractual difficulties, are to be brought to the CO's immediate attention. The CO may be reached at the e-mail address and telephone number shown on the SF 33.

PAYMENT SCHEDULE

In consideration for the contractor's satisfactory performance of services called for under this contract, the BOP shall make payment to the contractor at the rates identified in the schedule. For billing purposes, inmate days will be calculated based upon a daily official (SENTRY) inmate count to be specified by the BOP subsequent to award.

If award is based on Section B Pricing Schedules A, B, C or D, monthly payment shall be based upon the contractor's fixed price divided by the number of months within each performance period. For the based period and each option period, the fixed incremental unit price (FIUP) will only apply when the number of inmate days within the monthly payment period exceeds an average daily population above the Monthly Operating Price (MOP). Except for inmates receiving outside medical care, inmates not physically located within the facility shall not be included in the Average Daily Population. If award is based on the Single Inmate Per Diem Price (SIPDP), payment will be based on the actual number of inmate days during the payment period.

The contractor assumes full responsibility and risk to perform required services identified in the contract regardless of unforeseen events, including Acts of God. Should an Act of God occur which results in the contractor being unable to meet contract requirements, the government reserves its rights under the contract to reduce the contract value.

Should it become necessary during performance to reduce the inmate population within any monthly payment due to deficient contract performance, the BOP shall reduce the base price and payment by a percentage corresponding to the reduced population.

BILLING PROCEDURE

- (a) The Government will make payments to the Contractor on a monthly basis, promptly after receipt of an appropriate invoice.
- (b) The Contractor shall provide a remittance address below:

KEY PERSONNEL

In accordance with the clause entitled "Changes in Key Personnel" included in Section H.1, the following positions are considered key personnel:

Project Coordinator
Warden
Associate Warden(s)
Case Management Coordinator
Chief Correctional Supervisor and Shift Supervisors
Computer Services Manager
Facility Manager/Administrator
Food Service Administrator
Inmate Systems/Records Office Manager
Medical Services Administrator
Quality Control Specialist
Safety/Environmental Specialist
Administrator Religious Activities

SECTION H**SPECIAL CONTRACT REQUIREMENTS****CHANGE IN KEY PERSONNEL**

Following contract award, any change in key personnel during contract performance, is subject to the review and approval of the CO. The Contractor shall submit evidence that the qualifications of the prospective replacement personnel are equal to or greater than personnel vacating the positions. Such requests for review and approval shall be in writing.

AWARD-FEE DETERMINATION PLAN

The Award-Fee Determination Plan (AFDP) upon which the determination of award fee is based is contained in Section J.

The objective of the AFDP is to provide the guidelines for the award fee process. The contractor has an opportunity to earn an award fee commensurate with the achievement of performance above the acceptable level.

The AFDP may be revised unilaterally by the Government at any time during the period of performance of the contract; however, any such revision will be subject to contractor notification and will not become effective until the subsequent evaluation period.

AWARD-FEE

The award-fee provided for in this clause shall be in addition to the base price. Award fee evaluation periods will begin annually on April 1 and October 1.

During the base period and each succeeding option period, the contractor may earn a minimum award-fee of zero dollars to a maximum award-fee of five percent of the total payment received for the period rated (excluding reimbursable services). The balance of any unearned award-fee for the evaluation period will not be carried over to any subsequent evaluation period.

The determination as to the amount of award-fee earned will be made by the BOP Fee Determination Official (FDO), in accordance with Section J. The contractor shall be advised in writing of the determination and of the reasons why the award-fee was earned or why it was not earned in order that the contractor may improve its performance, if the latter is applicable.

POST-AWARD PERFORMANCE CONFERENCE

A post-award performance conference between the BOP and the contractor will be held prior to issuance of the Notice to Proceed. The purpose of the post-award performance conference is to: discuss and develop a mutual understanding concerning scheduling and administering the work; introduce BOP and contractor staff; and resolve as many potential problems as possible before performance.

Contractor participation in the post-award performance conference is required. The Project Coordinator, and other contractor personnel as identified by the Contracting Officer, will be required to attend the post-award performance conference.

Section J - Attachment 2

**EVALUATION TECHNIQUES FOR QUALITY ASSURANCE
OF CONTRACTOR PERFORMANCE**

General: In accordance with the "Consequences of Contractors Failure to Perform Required Services" clause, the Federal Bureau of Prisons (BOP) may choose to apply a program review inspection process to either assess the contractor's performance or determine the amount of payment, or both. The following is a description of the program review process.

Program Review is a system for inspecting performance, testing the adequacy of the internal quality controls and assessing risks for all program and administrative areas of contract performance.

The review guidelines will be based on the Contractor's Quality Control Program (QCP), the Statement of Work (SOW), professional guidelines referenced by the SOW, applicable BOP policy and any other appropriate measure within the contract's scope of work.

Contract requirements will be divided into various disciplines, each of which has a number of vital functions. Successful performance in a vital function is essential to successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Deductions will be based on these percentages applied to the overall monthly invoice.

The BOP may, consistent with the scope of contract performance requirements, unilaterally change the vital functions identified with the performance requirements summary. A minimum of 30 calendar days before the beginning of each evaluation period, the Contract Officer will notify the contractor of any exchanges. If the contractor is not provided with the notification, the existing vital functions will continue in effect for the next evaluation period, unless the contract agrees to accept the proposed changes.

The BOP reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

Management Assessment: Subsequent to award, the Contracting Officer (CO) will convene a meeting in which the BOP and the Contractor will cooperatively assess the contractor's QCP and the BOP's Quality Assurance Program (QAP). The assessment process is intended to facilitate the identification of strategic issues important to the quality assurance and quality control programs and a mutual understanding of these programs by BOP and contractor staff.

Program Review Steps: Review steps will utilize the findings of the contractor's QCP, reports submitted by the contractor to the BOP, and direct observations, interviews, and analytical determinations.

Generally, program reviews will be of two types:

- A) **Systematic:** These reviews will be scheduled inspections focusing on a specific discipline. Inspections may be performed by on-site BOP monitors or by other parties designated by the CO as representatives of the BOP.
- B) **Ad-Hoc:** These reviews will be conducted as a result of special interests arising from routine monitoring of the contractor's QCP, an unusual occurrence pertaining to the contract or other BOP concerns. These reviews could utilize established program review steps or an entire different inspection approach.

Program Review Findings: At the conclusion of each review, a report will be written and an adjectival rating of contractor performance within each discipline will be assigned. The following grades will be used:

Superior	The program is performing all of its functions in an exceptional manner and has excellent internal quality controls. Deficiencies are limited in number and not serious in nature. Program performance exceeds expectations and demonstrates initiative and exceptional effort.
Good	The program is performing all of its vital functions and there are few deficient procedures within any function. Internal quality controls are such that there are limited procedural deficiencies. Overall performance is above an acceptable level.
Acceptable	This is the "baseline" for the rating system. The vital functions of the discipline are being adequately performed. Although numerous deficiencies may exist, they do not detract from the acceptable accomplishment of the vital functions. Internal quality controls are such that there are no performance breakdowns that would keep the program from continuing to accomplish its mission.
Deficient	One or more vital functions of the program is not being performed at an acceptable level. Internal quality controls are weak, thus allowing for serious deficiencies in one or more program areas.
At Risk	The program is impaired to the point that it is not presently accomplishing its overall mission. Internal quality controls are not sufficient to reasonably assure that acceptable performance can be expected in the future.

Grades below Acceptable may subject the contractor to deductions from the monthly invoice and appropriate administrative action as defined within the contract. The amount of any deduction taken, up to the maximum weight assigned within the Performance Requirements Summary, will be at the discretion of the CO.

Section J - Attachment 5

AWARD FEE DETERMINATION PLAN

A. INTRODUCTION

Award fee evaluation periods will begin annually on April 1 and October 1.

The objective of this plan is to provide the guidelines for the award fee process. The contractor has an opportunity to earn an award fee commensurate with the achievement of performance above the acceptable level.

B. RESPONSIBILITIES

The Fee Determination Official (FDO) determines the award fee earned and payable for each evaluation period. The contractor will receive written notification of the FDO's decision, ordinarily 60 days after the end of the evaluation period.

The Performance Evaluation Board (PEB) assesses performance information and makes recommendations to the FDO.

For payment of the award fee, the contractor shall submit a separate invoice with a copy of the FDO's determination.

C. EVALUATION

The PEB and the FDO may consider performance information, including that which is measured against the Performance Requirements Summary Table; Contract Facility Monitoring reports; the contractor self-assessment and any other relevant information.

Listed below are the factors essential for consideration of an award fee:

- Quality of Work - Results of Quality Assurance inspections and observations by Federal Bureau of Prisons (BOP) personnel.
- Contractor Responsiveness - Timeliness, cooperation, effectiveness and appropriateness of response to both routine and unusual institution events; timely response to BOP concerns; reaction to changing service requirements.
- Management of Quality Control Program - Effectiveness of Quality Control Program; self-initiated service improvements.

- The following Performance Rating Table does not convey the use of a mathematical formula to determine the amount of an award fee.

Rating	Performance Description	Award Fee Range
Superior	The program is performing all of its functions in an exceptional manner and has excellent internal quality controls. Deficiencies are infrequent in number and not serious in nature. Program performance exceeds expectations and demonstrates initiative and exceptional effort.	50% - 100%
Good	The program is performing all of its vital functions and there are few deficient procedures within any function. Internal quality controls are such that there are limited procedural deficiencies. Overall performance is above an acceptable level.	1% - 49%
Acceptable	This is the "baseline" for the rating system. The vital functions of the discipline are being adequately performed. Although numerous deficiencies may exist, they do not detract from the acceptable accomplishment of the vital functions. Internal quality controls are such that there are no performance breakdowns that would keep the program from continuing to accomplish its mission.	0%

D. CONTRACTOR SELF-ASSESSMENT

Within five working days after the end of each evaluation period, the contractor shall provide a written self-assessment of performance, not to exceed 10 pages. The contractor may include any pertinent information they wish to have considered during the evaluation period. The contractor is encouraged to discuss the implementation of any innovative approach or performance above-and-beyond contract requirements. The self-assessment shall be provided to the BOP electronically in WordPerfect format. In addition, one hard copy, signed and dated by the contractor, shall be forwarded to the Contracting Officer.

The self-assessment shall provide both program strengths and weaknesses of the contractor's performance during the evaluation period. The contractor shall identify areas of weakness which need to be addressed. Where weaknesses in performance are noted, the contractor shall describe the corrective actions taken or planned, and any plan of action to avoid their recurrence. The PEB will consider the thoroughness and candor of the self-assessment as an indicator of: (1) the degree to which the contractor seeks out problems and solutions; and (2) the contractor's understanding of issues and concerns identified by the BOP.

A PEB representative may contact the contractor for discussion or clarification.

E. REVISIONS

Consistent with Section H of the contract, the BOP may unilaterally modify the contract to revise the Award Fee Determination Plan (AFDP). The BOP will provide written notice of the revision to the contractor at least 30 calendar days prior to the beginning of the next evaluation period. The revised AFDP will take effect at the beginning of the next evaluation period.